Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No.

IN THE

SUPREME COURT OF THE UNITED STATES

JOAN GODWIN PIERSON,

Petitioner Pro Se,

v.

CALIFORNIA COURT OF APPEAL
SECOND DISTRICT;
LOS ANGELES COUNTY SUPERIOR COURT WEST;
and WILSHIRE TERRACE CORPORATION,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI TO
THE CALIFORNIA COURT OF APPEAL
AND TO LOS ANGELES COUNTY SUPERIOR COURT WEST
AND TO WILSHIRE TERRACE CORPORATION

PETITION FOR WRIT OF CERTIORARI

JOAN GODWIN PIERSON
2250 Clarendon Boulevard
#1811
Arlington, Virginia 22201
(703) 841-4730
Petitioner Pro Se.

61pp

For seven years Petitioner asked courts to rule on her claims. No court listened. Papers and docket entries disappear or are altered. Slander prevents help. A State Trial Court Judge who had never been exposed to the litigation, without reason, law, or jurisdiction gave Petitioner's assets to respondent. Higher courts refused to stay judgment. Interest increases daily and liens on Petitioner's property have been recorded without lawful adjudication.

QUESTIONS PRESENTED

1. Whether individuals' right to free speech, as right to be heard in a court of law, is as fundamental as is the right of press, commerce, etc. to be heard in public forum under U.S. Constitution Amendments I and XIV, 28 U.S.C. ##1443, 1343; and 42 U.S.C. #1983.

2. Whether denial of right to be heard in court, where all court rulings are based on only one party's claims, violates U.S. Constitution III, Amends. I, V, VIII, XIV; and Civil Rights Titles 28 #1343, #1443; and 42 #1981, #1982, #1983, #1985, #1986 and #1988.

3. Whether defendants' right not to sign a contract, where State Courts interfere with said right by ruling on basis of plaintiff's claims only, ignoring defendant's claims of no case or controversy, insufficient ground, and granting plaintiff substantial monetary awards based solely on unilateral unsigned contract, is violated under U.S. Constitution Art.I sec.10, Art III; Amends. V and XIV.

LIST OF PARTIES

Petitioner is Joan Godwin Pierson acting Pro Se; respondents are California Court of Appeal, Second District, Los Angeles County Superior Court West and Wilshire Terrace Corporation, nonprofit cooperative housing assn, which Pierson believes has no subsidiaries; Attorney for said Corporation, Mitchell, Silberberg & Knupp ["MSK"] also represents Co-op Directors against shareholder Pierson.

TABLE OF CONTENTS

QUESTIONS ———— i

TABLE OF AUTHORITIES ———— iv-viii

OPINIONS BELOW ———— 1

JURISDICTION ———— 1

CONSTITUTIONAL AND STATUTORY PROVISIONS ———— 2

STATEMENT OF THE CASE ———— 2

REASONS FOR GRANTING THE WRIT ———— 6

I. FREE SPEECH IN COURTS OF LAW DENIED ———— 8

II. CIVIL RIGHTS DENIED ———— 15

III. CONTRACT RIGHTS DENIED ———— 22

CONCLUSION ———— 30

LIST OF APPENDICES

Document #	Appendix subject	page #
A	Abstract of Judgment	1A-3A
B	Denial of stay	4A
C	Denial of stay	5A

Document #	Appendix subject	page #
C	Denial of stay	6A
D	CA. Supreme Court denial of review	7A
E	Pierson declared prevailing party	8A
F1	The same prayers of two complaints: case A -	9A
F2	The same prayers of two complaints: case B -	11A
G	Awards in error 5/7/96	13A
H	Awards in error 2/21/97	14A
I	Awards in error 5/12/97	15A
I2	Awards in error 2/28/00 ----- (see app.A,1A-3A)	
J	Unsigned contract	16A
K	WTC-Co-op voluntary dismissal action A	17A
L	9th Cir. Appellate Court Order's 19 errors	18A

TABLE OF AUTHORITIES

Baldwin v. Hale (1863), 68 U.S. 223, 1 Wall. 223, 17 L.Ed.531] ---------- 8

Beck v. American Health Group Intern, (1988) 260 Cal.Rptr. 237 ---------- 26

Bloom v. Barry, 755 F.2d 356 [3rd Cir. 1985 --- 5

Bose Corp. v. Consumers Union of United States, Inc., (1984) 466 U.S. 485, 503-504 ----- 13, fn. 4

Brookhauser v. State (1992), 10 Cal.App.4th 1665, 13 Cal.Rptr.2d 658 ---------- 10

Buckley v. Valeo (1976) 424 U.S. 1, 96 S.Ct.612 46 L.Ed.2d 659 ---------- 12

Carroll v. Import Motors Inc. (1995), 33 Cal.App. 4th 1429, 39 Cal.Rptr.2d 791 ---------- 19

Central Hudson Gas & Elec. v. Public Serv. Comm'n of N.Y. (1980), 447 U.S. 557, 100 S.Ct.2343, 65 L.Ed.2d 341 ---------- 8, 9, 10

Delzell v. Day (1950) 36 C.2d 349, 223 P.2d 625 -- 15

Flynt v. Faldwell (1988) 485 U.S. 46; 108 S.Ct. 876; 99 L.Ed.2d. 41] ["Hustler"] ---------- 12

44 Liquormart v. State of Rhode Island (1996), 517 U.S. 484; 116 S.Ct.1495, 134 L.Ed.2d. 711 ---------- 8, 12

Greater New Orleans Broadcasting v. U.S.(1999) 527 U.S.173, 119 S.Ct.1923, 144 L.Ed.2d.161 -- 12

Hughes v. Rowe, (1980) 449 U.S. 5, 101 S.Ct. 173, 66 L.Ed.2d 163 ---------- 21

Killian v. Millard (1991) 228 Cal.App.3d 1601; 279 Cal.Rptr. 877 ---------- 25

Nixon v. Shrink Missouri Government Pac (2000) 120 S.Ct. 897 ---------- 12

Ohralik v. Ohio State Bar Assn. (1979), 436 U.S. 447, 98 S.Ct.1912, 56 L.Ed. 444 ---------- 9, 10

Oneida Common Pleas v. People, (1799) 18 Wend. (N.Y.) 99." ——— 14

Rennick v. OPTION Care 77 F.3d 309 [9th.cir.1996] 25

TXO v. Alliance (1993) 509 U.S.443; 113 S.Ct.2711; 125 L.Ed.2d 366 ——— 29

United National Insurance Co. v. Latex 141 F.3d 916 (1998 9th Cir.) ["Latex"] ——— 5, 20, 21

U.S. v. Playboy 529 U.S.__ (2000) ——— 12

CONSTITUTION, STATUTES, RULES

U.S.CONSTITUTION

Art.I.sec.10 ——— 1, 2, 6, 22, 27
Art.III.sec.2 ——— 1, 6
Art.VI ——— 1, 21
Amend.I ——— 1, 2, 7, 8, 9, 12
Amend.V ——— 1, 2, 7
Amend VIII ——— 1, 7
Amend XIV ——— 1, 2, 7, 27

CORRESPONDING CALIFORNIA CONSTITUTION PROVISIONS

Art. I.Sec.1: inalienable rights ——— 1
Art. I.Sec.2: liberty of speech ——— 1
Art. I.Sec.3: right to petition ——— 1
Art. I.Sec.7: due process of law ——— 1
Art. I.Sec.9: obligation of contract ——— 1, 26
Art. 6.Sec.#13: miscarriage of justice ——— 1

FEDERAL STATUTES

Title 28
#1257 ——— 1
#1331 ——— 15

FEDERAL STATUTES, continued:

#1343 ---------- 18
#1441 ---------- 15
#1443 ------ 1, 2, 4, 6, 8, 11, 15, 16, 19, 27
#1446 ---------- 15, 16, 17
#1447 ---------- 4, 16, 17

Title 42
#1981 ---------- 18
#1982 ---------- 18
#1983 ---------- 16, 18
#1985 ---------- 18
#1986 ---------- 18
#1987 ---------- 18
#1988 ---------- 18

CALIFORNIA STATE STATUTES

Code of Civil Procedure
#426.10 and .30 ---------- 2, 4, 7, 14, 19
#581(c) ---------- 19, 20
#1032 ---------- 3, 21, 27

Civil Code
#1550 ---------- 2, 26
#1556 ---------- 2, 26
#3394 ---------- 21

TREATISES AND DOCUMENTS

Bouvier's Law Dictionary and Concise Encyclopedia by John Bouvier third revision, pub William S. Hein Co. 1984] ---------- 14
The Constitution of the United States of America: Analysis and Interpretation, prepared by the Congressional Research Service Library of Congress Johnny H. Killian, George A. Costello, Co-Editors U.S. Government Printing Office , Washington (1996) ["CRS"] ---------- 22 (fn. 6), 24, 25, 27

TREATISES AND DOCUMENTS, continued:

Documents of American History, edited by Henry Steele Commager, Pub. Appletor-Century-Crafts, 1958 ---------- 23 (fn. 8)
The Records of the Federal Convention of 1787, by Max Farrand, pub Yale University Press 1911.["Records"] ---------- 22 (fn. 7), 23
B.E. Witkin, California Practice and Procedure passim, 1985, 1997 ["Witkin"] ----- 7 (fn. 3), 23

OPINIONS BELOW

The "Abstract of Judgment" against petitioner Pierson ["Pierson"] was recorded under #00-0608389 [App.A] in the Recorder's Office of Los Angeles Cty. CA. California Appeal Court's last of three denied [App.B] requests for stay of a void-ab-initio trial and stay of judgment execution two days before the Los Angeles County Superior Court West ("Trial Ct."] issued said void-post-1993-final-judgment decision [App.C]. The California Supreme Court denied review [App.D]. App.rulings B,C,& D are unreported.

JURISDICTION

Trial Court's questioned final judgment dated February 28, 2000, was entered the same day. [fn.1]. Petitioner Pierson had appealed three times, in June, 1999 [all records missing] when Pierson had first found out that State Trial Court had held a hearing under the assumption that the cases had been "remanded" from Federal Court; on November 02, 1999 to stay trial; and on February 14, 2000 to stay judgment. The last appeal was denied on February 26, 2000, two days before judgment was made. The jurisdiction of this Court is invoked under 28 U.S.C.1257(a); U.S. Constitution Art. I.sec 10, Art. III, VI; Amends I, V, VIII, XIV; and 28 U.S.C. #1443,

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fn.1. Said judgment was not signed for about a week, but the court clerk who refused to give Pierson her name said that in the Los Angeles Trial Court all final judgments are "entered" the same day as determined. Pierson, who lives 3000 miles away, long ago sent her check by trackable mail, but never received copies.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The first Amendment of the U.S. Constitution provides that "Congress shall make no law.. abridging the freedom of speech." Amend.V and XIV protect us from double jeopardy and other civil rights abuses. Article I.sec.10 provides that "No State shall..pass any..Law impairing the Obligation of Contracts." Pierson could find no statute guaranteeing free speech in court. Civil Rights Title 28 #1443 gives Federal protection against State courts and California Civ. Codes #1550 and #1556 protect against contract abuse.

STATEMENT: THERE ARE TWO ACTIONS

ACTION A

Plaintiff WTC Co-op, a non profit co-operative housing association sued [action A] defendant Pierson on April 05, 1993 for "rent" after arson had caused condemnation of the Co-op building. Pierson paid on September 30, 1993 even though WTC Co-op refused to replace her missing share certificate [title].

ACTION B

Plaintiff directors of WTC Co-op filed a second complaint [action B, SC027184 on November 19, 1993] just 14 days after collecting the money [#39,222.43], despite California State law [CCP 426.10 and 426.30] mandates that all claims on the same matter against the same party be pleaded in a single action. Pierson has spent six years claiming in action B that all acts and orders are post judgment, voided by action A.

The two actions in all respects are the same
PARTIES: WTC-Co-op v. Pierson;
JURISDICTION: L.A. County Superior Court West;
ISSUE: the same homeowners' fees disguised as "rent," which term is used to disguise attorney fees demanded on sole ground of unsigned lease;
TRANSACTION: same prayers same attorney fees;
REMEDY: unlawful seizure of Pierson's assets.

In action A [#SC023196] the judge had declared declared [App.E] defendant/petitioner Pierson prevailing party. Prevailing party has right to costs and attorney fees under Ca.Civ. #1032.

Action B [SC027184] has been void-ab-initio Respondent WTC Co-op's prayers in both complaints request the same attorneys' fees:
Action A: Unlawful Detainer #SC023196:[App.F1]
"6. For reasonable attorneys' fees;
7. For costs of suit incurred herein;"
Action B: Breach of Lease #SC027184 [App.F2]
"3. For reasonable attorneys' fees;
4. For costs of suit incurred herein,"
App.F2. demanding over $54,090.49.

Action A's existence was suppressed in all litigation by all courts, which listened only to respondent WTC Co-op's attorney, which never mentioned action A in any oral or written communication with the courts. Pierson's appeals have been dismissed with 'costs on appeal' repeatedly awarded to respondent [App.G;H,I] without listening to any oral or written communication from Pierson. As the first action had been satisfied by payment and said entire action voluntarily dismissed by plaintiff WTC Co-op, the entire second action is a nullity on ground that said Action B on the same repeated issue

(attorneys' fees) violates the strict policy against multiplicity of litigation [CCP #426.10 & .30: all issues shall take place in a single action]. For seven years courts denied consolidation of all the appeals on the same matter.

Petitioner had paid, assuming that acceptance would end the litigation as State law requires under CCP ##426.10 and 426.30 Instead, respondant WTC Co-op filed another suit [action B, SC027184] and prolonged adjudication for over seven years, persuading all courts to suppress all controlling facts and laws. The most egregious abuses of process and discretion was suppression of the unsigned contract as sole ground of the entire litigation [App.J], and of the first, controlling action A. which WTC Co-op dismissed [App.K] in its entirety. Insufficiency of contract and dismissal of issue without resolving it caused WTC Co-op to forfeit claim for attorney fees.

Pierson timely [2/16/99] removed from State Appellate Court to Federal District Court under the Federal Question of 28 U.S.C. #1443 after State Supreme Court had denied review [01/22/97] of State Appellate Court's mooting all controlling facts and laws.

U.S. District Court's May 05, 1997 remand order suppressed all dispositive facts [unsigned lease, timely removal] and controlling laws [prevailing party, multiplicity of litigation], ignoring also Pierson's three requests for preliminary injunction.

Petitioner Pierson appealed on May 05, 1997 to U.S. 9th Circuit Court of Appeals. Its May 23,

1998 instant "MEMORANDUM"" ignored fact and law; Pierson's defenses and requests for preliminary injunction; District Court's 14 errors; and its own precedents including Latex [fn.2] determined just one month prior to the instant MEMORANDUM. Latex had mandated the same District Court Judge Real to acknowled-ge evidence, make factual findings, and provide supporting reasoning. No such protection was provided for Pierson.

There was no certified "Remand" Notice from U.S. District Court to the State court [mandated by 28 U.S.C.1447(c)] from [State appellate court] which it was removed [28 U.S.C. 1447(d) mandate] cannot be found. All courts refuse to prove its existence. State trial court judge claimed jurisdiction on ground of plaintiff's copy of an order. Despite frequently altered docket sheet, District Court may not have transferred the litigation to any State court.

All litigation appears to be in limbo, somewhere between some Federal Court and a State court which was not the court from which it had been removed. 9th Circuit Federal Appellate Court, as well as all other State and Federal courts have suppressed all of the above, in some instances by altering the docket sheet. Based on inapplicable laws and incorrect facts, it appears that remand, if it was ever executed, was never properly made. The instant cases are not only about litigation being in limbo. They are also about jurisdictional uncertainty. Seven years of manipulation of process has caused Pierson to suffer an "odyssey" of abuse reflecting that mentioned in Bloom v. Barry, 755 F.2d 356 [No. 84-3471, 3rd Cir. 1985 [at 357, 358].

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fn.2. United National Insurance Co. v. Latex Co. 141 F.3d 916 [Docket #97-55123 9th Cir. 1998]

Petitioner has been aggrieved by improper awards four times: Twice by State Court of Appeal [App.G&H] once by U.S. District Court [App.I] and the final judgment by a State trial court judge assigned to rule at trial minutes before he pronounced judgment [App.A] who could not have had any knowledge of the cases. His final judgment awarded WTC Co-op $159,369.53 for "rent." It seemed to be immaterial that "rent" was not owed, and that in 1993 Pierson had been declared by the Court prevailing party.

This litigation includes:
US COURT OF APPEALS, 9th Circuit Civ. #97-55645;
US DISTRICT COURT for Central CA Civ. #97-1576;
CA SUPREME COURT Civ. ##s SO54298 / SO57961 in 1996-97. In 1999 refused to file Pierson's February 22 petition to review and returned without comment Pierson's request to rehear];
CA APPEAL COURT Civ. ##s BO81436 / BO82466 / BO86583 in 1996 and B136665 / B139022 in 1999;
LOS ANGELES COUNTY SUPERIOR COURT ##s SC023196/SC027184

REASONS FOR GRANTING THE WRIT

28 U.S.C. #1443 guarantees through Federal Courts defendants' protection from State Courts' refusal to rule [see p.14 infra] on defendants' claims; right to be heard and receive adjudication by courts' ruling on applicable laws; the right to due process regarding jurisdiction and countless other abuses of process. U.S. Const. Art.I.#10's guarantees protect against State government interference with private contracts; State statutory law [CCP #426.10.30] guarantees the right to protection from multiplicity of litigation on the same matter. U.S. Const. Art. III requires determina-

tion on whether there is a case or controversy, and common law mandates the right to be heard. All of these fundamental rights are denied.

Petitioner contends that a party's right to be heard, by any interpretation of the word, is guaranteed by U.S. Const. Amendments. I: freedom of speech; V: protection against being twice put in jeopardy of life or limb; of life, liberty, property, and due process; VIII: excessive fines shall not be imposed; and again in XIV: no State shall deprive any person of life, liberty, or property, without due process of law have all been denied by all courts ignoring and suppressing law and fact. Equal protection of the laws is impossible where the courts rule based on only one party's claims (fn.3).

Denial of said rights by all levels of State and Federal Courts violates these constitutional protections and renders all decisions in the

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fn.3. B.E. Witkin, California Practice and Procedure states that any court judgment based on only one party's claims is automatically void. On Saturday February 26, 2000 Pierson copied pages of this fundamental doctrine. On Sunday February 27, 2000 the copies were missing, On Monday February 28, 2000 the Library of Congress closed indefinitely public access to those who needed papers and computers to research in the law library. On the same Monday February 28, 2000 the Los Angeles County Superior Court final judgment granted losing party WTC Co-op awards of $159,369.53, plus costs, attorney fees, interest, damages abd "rent," none of which is owed. Pierson requests help for access to Witkin in order to reaffirm with proper authorites Witkin citations.

instant case absolutely void. There has been no litigation. There have been only plaintiff WTC Co-op's favors asked of the courts and freely, without question, given by the courts.

Where all levels of State courts refuse to notice that there is a defendant in the actions Federal courts must, under civil rights law 28 U.S.C. #1443, rule and listen to defendants. Pierson was as invisible in Federal courts as in State courts. There has been only one party.

A. FREE SPEECH IS DENIED IN THE COURTS

Fundamental right to be heard means the judges must listen and rule. Baldwin v. Hale (1863), 68 U.S. 223, 1 Wall. 223, 17 L.Ed.531] states:

"Parties whose rights are to be affected are entitled to be heard." [68 US at 235]

Free speech under the First Amendment applies to the States under the Fourteenth Amendment's Due Process Clause. 44 Liquormart v. State of Rhode Island (1996), 517 U.S. 484; 116 S.Ct. 1495 at 1496, 1498, 1500, 1501 n1, 1523; 134 L.Ed.2d. 711 ("44 Liquormart") cites many precedent cases on commercial advertizing, and has been cited many times since. Commercial enterprizes right to speak in the forum are generally protected by the government.

In such cases freedom of speech and the public's right to information must be weighed against the State's interests in denying said right. 44 Liquormart applies the Central Hudson test [Central Hudson Gas & Elec. v. Public Serv. Comm'n of N.Y. (1980),447 U.S. 557, 100 S.Ct. 2343, 65 L.Ed.2d 341 ("Central Hudson")] of a four part analysis for commercial speech cases to determine whether the expression is protected

by the First Amend. (Central Hudson at 566):

> ".. it at least must concern lawful activity and not be misleading. Next we must ask whether the asserted government interest is substantial. If both inquiries yield positive answers, we must detrmine whether the regulation directly advances the governmental interest asserted, and whether it is not more extensive than is necessary to serve that interest.

The first of the four pronged test of whether freedom of speech is allowed requires lawful activity. A party to an action cannot file an unlawful claim in Court as it is the Court which must determine whether the claim is lawful. The courts were not mislead by Pierson as a copy of the unsigned lease as sole ground and the controlling action A were mentioned in all papers filed by her.

The right to be heard in a court of law is the right to freedom of speech and due process. If courts hear only one side of an argument, regardless of whether it is reversible error, the party whose argument is suppressed is de facto denied freedom of speech, due process and equal protection under the law [see supra fn.3, p.7] The First Amendment (44 Liquormart at 1512) makes it clear that these are all essential elements of a democratic society.

The Second Prong of the test of right to speak freely must be balanced and weighed against government interests. The primary interest of the judicial system in not hearing a party's claims appears to be concern for taxpayers' costs of prolonged costly litigation and workload increase. The instant case twice has been remanded to State trial court while the

question of nullity has never been discussed in *any* court. Taxpayers' costs and courts' workload are irrefutably greater where, as in the instant case, litigation is prolonged for seven years when by law the litigation should have ended in one-half year. Government interest was not served.

The Third Prong: The first and second prong having been satisfied in the instant action. we must consider whether the courts' suppressing petitioner Pierson's lawful rights advances government interests. Government's significant interests of economy are not served. They are defeated by a six month action being prolonged deliberately to over seven years. Not hearing both parties is contrary in every respect to government interests.

The final prong is whether the asserted government interest is not more extensive than is necessary to serve that interest. Whether by error or by economy, the government interest in avoiding delay and wasteful judicial and litigants time and costs is more extensive than necessary if it hears only one party on the merits. Brookhauser v. State (1992), 10 Cal. App.4th 1665, 1678, 13 Cal.Rptr.2d 658: "the law requires appellate courts to search the ENTIRE (court emphasis) record, and to make their determination of sufficiency in light of ALL (court emphasis) the evidence in the case. This approach qualifies the "in the light of most favorable" rule.

Pierson can find no situation where government interest could be served by ignoring the law.

Central Hudson, citing Ohralik v. Ohio State Bar Assn. (1979), 436 U.S. 447 at 456, 457, 98 S.Ct.1912, 56 L.Ed. 444 ("Ohralik"), states:

"The Constitution..accords a lesser protection to commercial speech than to other constitutionally guaranteed expression" (Central Hudson at 563).

Petitioner contends that this test and the priority given to personal individual free speech over commericial speech apply where entire State and Federal judicial systems refuse to take notice or listen to Petitioner's claims as a pro se private citizen required to defend herself as party to frivolous, vexatious litigation.

In the instant litigation, Petitioner's appeals are dismissed with awards repeatedly to WTC Co-op [App.G,H,&I] without listening to or noting Pierson's claims: an unsigned lease as sole ground, payment accepted, the first action [A] having been satisfied and voluntarily dismissed by plaintiff, without any court's indication of having taken notice of any of the above, or the claim that therefore the entire second action [B] is a nullity on ground that said Action B on the same repeated issue (attorneys' fees) violates the strict policy against multiplicity of litigation. All courts for seven years denied consolidation of all appeals on the same parties, issues, jurisdiction, transactions, and remedies, Federal Court actively suppressed Pierson's removal from State court under 28 U.S.C. #1443 [see p.17 infra], and remanded solely because respondent WTC Co-op motioned to remand without lawful reason.

This Court indicated in Central Hudson and Ohralik that an individual has greater constitutional speech protection than a commercial enterprize. This petition should be reviewed

under strict standards, lest creative attorneys receive the message that they can use the strategy of the instant actions (prolonging 6 month litigation into seven years, manipulate the system with impunity, and increasing exponentially the taxpayers' costs and the courts' workload. only to end in substantial award to the party which had not prevailed, which used "rent" to conceal the fact that it is equity owners monthly management fees, and assessing as "rent" what was actually attorney fees. The judge, chosen minutes before ruling, accepted it all without having listened or read petitioner's contentions or even the facts.

Free Speech is guaranteed for money given to political parties [Buckley v. Valeo 424 U.S. 1 (1976) ["Buckley"] upheld in Nixon v. Shrink Missouri Government Pac 120 S.Ct.897 ["Nixon"]. Free Speech guarantees advertisment for almost all commercial endeavors [Greater New Orleans Broadcasting v. U.S. 527 U.S.173, 119 S.Ct. 1923, 144 L.Ed.2d. 161 ["Greater N.O."]. Free Speech is guaranteed to liquor ads [44 Liquor-mart] to pornographers [Hustler Magazine and Larry Flynt v. Faldwell (1988) 485 U.S. 46; 108 S.Ct. 876; 99 L.Ed.2d. 41] ["Hustler"] and to sex peddlers [U.S. v. Playboy 529 U.S._____ (2000), Docket #98-1682 "Playboy"]. The courts do not have to listen to the individual pro se.

This Court expressed eloquently [in Hustler at 485 U.S. 50-51] the fundamental meaning of our Constitution's First Amendment:

> 'At the heart of the First Amendment is the recognition of the fundamental importance of the free flow of ideas and opinions on matters of public interest and concern. "The freedom to speak one's mind is not only an aspect of

individual liberty -- and thus good unto itself -- but also is essential to the common quest for truth and the vitality of society as a whole." (fn.4). We have therefore been particularly vigilant to ensure that individual expressions of ideas remain free from governmentally imposed sanctions.'

In the instant cases, at the May 25, 1994 action B hearing, State Trial Court Judge said, without having commented on any fact, any paper Pierson filed, or having allowed Pierson to speak, added [rptr trns 5/25/94]:

"..If you bring another request for a stay or an abatement..before the matter is adjudicated by the appellate court, I will impose very, very severe monetary sanctions against you."

Pierson had requested stay and abatement before appealing. See also infra p.20 under "Civil Rights" where the same judge said Pierson may not be heard and "there is no legal right to oral argument" [rptr.trns. 2/10/94 passim moved the comment from the end of the hearing to its beginningg and erased the word "legal"].

For over seven years petitioner Pierson has claimed that voluntary dismissal of the entire litigation in action A bars plaintiff from filing another lawsuit with same parties, issues, jurisdiction, transactions, remedies against defendant Pierson. After a sanitized docket sheet showed transferred jurisdiction, and one year's silence while no party or court would tell Pierson where jurisdiction lay, Pierson wrote to all courts and parties her claims of improper transfer;

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fn.4. Quoting Bose Corp. v. Consumers Union of United States, Inc., 466 U.S.485, 503-504 (1984).

insufficient ground [unsigned contract], of CA. CCP #426.10&.30] prohibition of more than one action; of action A's declaration that Pierson was prevailing party, and of Trial Court's awards to plaintiff being based on only plaintiff's claims and authorities. Any one of these defenses is enough to declare void. Any court judgment based on only one party's claims is automatically void. [see supra fn.3, p.7]

Court response to Pierson was silence. The Trial Court Judge, who, on February 28, 2000, gave all to plaintiff WTC Co-op, knew nothing about the case except for instructions from the appointing Judge who, in 1994, had relentlessly harassed Pierson.

Only in the courts is free speech denied without reason to individuals. Pro Se defendants are especially vulnerable. Courts using Discretion must follow the law [Bouvier's Law Dictionary at 884 and 885, fn.5].

> "(The discretion of a judge) must not be arbitrary, fanciful, and capricious; it must be legal and regular, governed by rule, not by humor; 4 Burr.25; Judges of Oneida Common Pleas v. People, 18 Wend. (N.Y.) 99."

Abuse of discretion and process will grow unless accountability is required. Listening and ruling honestly by law with supporting reasoning are most fundamental matters of public interest and concern.

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fn.5: Bouvier's Law Dictionary and Concise Encyclopedia by John Bouvier third revision, vol.I pub William S. Hein Co. 1984]

B. CIVIL RIGHTS ABUSES ARE FEDERAL QUESTIONS

Petitioner Pierson timely removed the entire instant litigation from California Court of Appeal to Federal Ninth Circuit Court of Appeals under 28 U.S.C. #1443, a civil rights statute which Pierson listed in her Notice of Removal with numerous other statutes on removal. However, as happens frequently, the definitive statutes were erased from all documents and from Pierson's computer and all disks.

Errors take place continuously. Their cumulative effect is highly prejudicial and is ground for reversal. [Delzell v. Day (1950) 36 C.2d 349, 351, 223 P.2d 625] citing CCP #647.

28 U.S.C. #1443 protects from States' refusing to do any act inconsistent with the law. Pierson' original Notice of Removal cited:

..actions under 28 U.S.C. 1331, 1441(b), 1443(1)&(2), 1446(b), and 1447(d)

Pierson's and all courts' copies have been altered. All copies now read:

..actions pursuant to 28 U.S.C. Sections #1331; #1441(a),(b)&(c); #1446(b)&(d).

In the altered copies [the only ones extant] ##1443 and 1447(d) have been erased and 1446(b) refers only to the first paragraph pf 1446(b), whereas Pierson had quoted 1446(b) (removable "when first ascertained it was .."

Alterations are replete in both State and Federal courts throughout the seven year litigation. Had any court listened to Pierson the litigation would have been terminated in September 1993, when Pierson paid and WTC Co-op took her money shortly before November 1993 when action B was filed.

28 U.S.C. #1443 guarantees federal protection of civil rights where State courts won't rule:

"Any of the following civil actions .. commenced in a State court may be removed by the defendant to the district court of the United States .. where it is pending:
(1) Aganst any person who is denied or cannot enforce in the courts of such State a right under any law providing for the equal civil rights of citizens of the United States, or of all persons within the jurisdiction thereof;
(2) For any act under color of authority derived from any law providing for equal rights, or for refusing to do any act on the ground that it would be inconsistent with such law."

28 U.S.C.#1447(d) clearly mandates right to appeal to Federal appellate courts:

"..an order remanding a case to the State court from which it was removed pursuant to section 1443 of this title shall be reviewable by appeal or otherwise."

28 U.S.C. #1446(b) states:
".. where a case is otherwise not removable a notice of removal may be filed .. after receipt by defendant .. of a copy of an .. order ..from which it may be ascertained that the case is one which has become removable;"

42 U.S.C. #1983 is a civil action for deprivation of rights:

"Every person who, under color of any statute, ordinance, regulation, custom or usage of any State .. subjects, or causes to be subjected, any criticism of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or

> immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable

All Courts, respondent, and respondent's attorney, under color of discretionary misinterpretation, suppression, omission and criticism have subjected petitioner, or caused petitioner to be subjected, to deprivation of all of her rights, privileges,and immunities secured by the Constitution and laws.

Examples are (1) U.S. 9th Circuit Court's many errors and omissions in the remand order [App.L]; refusing to accept Pierson's timely removal notice, then declaring the replacement untimely; erasure of the citation "28 U.S.C. #1443" ground for removal; refusing to provide proof of certified remand copy under 28 U.S.C. #1447(c); and (2) U.S. 9th Circuit Appellate Court's "Memorandum" ignoring the second paragraph of 28 U.S.C. $1446(b) which allows removal after claims for State relief are exhausted; and the appealability of #1443 removals guaranteed by 28 U.S. C.#1447(d); all causing (3) an egregious improper transfer to State Trial Court despite mandate to remand to the court from which it was removed [Statwe Court of Appeal] see #1446 and #1447.

The cases [SC023196] and void-ab-initio [SC02718] were placed back in the hands of the Judge who had been so biased since 1994. Said Judge, after seven years, denied Pierson's 1993

"answer," Then despite Pierson's many notices of her claims that Trial Court had no jurisdiction, declared default [see infra p.25]. He had been harassing Pierson for over seven years. He assigned at the last minute a Judge who had learned of the cases [or never did learn about the cases] minutes before the "temp" Judge gave plaintiff/respond-ent WTC Co-op everything belonging to Pierson that WTC Co-op wanted. Said Judge didn't know that jurisdiction had been questioned [or didn't care] and conducted a "trial" ruling default [see p.25] without evidence in a State court which Pierson claims lacked jurisdiction to schedule anything.

Petitioner Pierson claims Title 42 civil rights under #1981: Equal rights under the law, damages; #1982: property rights; #1985: conspiracy to interfere with civil rights; #1986: action for neglect to prevent civil rights; #1987: prosecution of violation of civil rights; #1988: proceedings in vindication of civil rights (atty fees + costs); as well as #1983: civil action for deprivation of rights.

Petitioner's civil rights federal question jurisdiction also lies under 28 U.S.C. 1343(a)(3) [jurisdictional counterpart to 42 U.S.C. 1983]. #1343 is entitled "Civil rights and elective franchise." Section (a)(3) states that district courts shall have original jurisdiction,

> "To redress the deprivation, under color of any state law, statute, ordinance. regulation, custom or usage, of any right, privilege or immunity secured by the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States."

U.S. District Court had jurisdiction by Title 28 civil rights removal [#1443]; by removal timeliness; by federal questions; by Pierson's Title 42 civil rights; by invalid ground for the entire litigation [unsigned lease [App.J]; and perhaps, where State courts refused to act on State laws prohibiting multiplicity of litigation in which actions, parties, jurisdiction, issues, relief requests etc are all the same. This High Court is the last resort after over seven years during which Pierson has received no answers from any court.

CA. CCP ##426.10 and #426.30 are statutes which preclude plaintiff's right to collateral actions to collect attorney fees after WTC CO-op had forfeited that right by voluntarily dismissing the entire action A litigation in which the same attorney fees were requested and then abandoned [for larger sums of money?]. Well settled common law against multiplicity of litigation is analysed in Carroll v. Import Motors Inc. (1995), 33 Cal.App.4th 1429, 39 Cal.Rptr.2d 791 ["Carroll"]. Carroll restates a two century old precedent as "strict policy" subsequent litigation is void ab initio (analysed by Petitioner's 1996 opening brief).

Carroll warns against CA CCP 581(c) dismissal:

> "if plaintiff invokes CCP #581(c),.under CCP #426. 30(a).. plaintiff would be barred thereafter in any other action from asserting that cause of action against the defendant." [at 1435]

and involing CA CCP 581(c) is:

> "An ambiguous and misleading technical trap to churn litigation, CCP #581 provides a loophole for frivolous lawsuits." [Id.]

In 1993 WTC Co-op invoked CCP #581(c) to voluntarily dismiss action A, knowing it would file a second action on the same matter. This year Pierson has been threatened again with the same tactic: Take Piersons assets then sue for more.

The State Trial Court judge who refused to admit that action A existed, continually made discretionary decisions contrary to the law and to custom. During a February 10, 1994 hearing Pierson asked to be heard. The sanitized 2/10/94 Reporter's Transcript states:

THE COURT: All right. I'm prepared to rule.
MS. PIERSON: I would like to be heard. [at 1]
[the Court said "wait until after I rule," but this is sanitized by erasure.

After the Court had ruled against Pierson derogating all Pierson's claims Pierson asked again:

MS. PIERSON: May I speak?
THE COURT: No, No, you may not. I've already ruled. [at 3]] Thre's nothing to talk about. [at 4] Then the court made a statement which has been sanitized by moving it in sweetened form from the last page to the first:
THE COURT: There is no legal right to oral argument.

Everyone in the courtroom gasped, then became silent. Even Pierson, as ignorant as she was, knew that there was something very wrong.

Another type of abuse is a court's ignoring its own precedent. Federal Ninth Circuit Court of Appeals ignored four of its own case holdings. The most damaging to the instant cases is suppressing United National Insurance Co. v. Latex (1998 9th Cir.) 141 F.3d 916 ["Latex"] which holds that the same judge

assigned to the instant case, must (1) acknowledge evidence, (2) make factual findings, and (3) provide supporting reasoning. The Latex case was determined on April 06, 1998 and amended on May 15, 1998.

The instant cases were determined on May 23, 1998.

Discretionary rulings always ignore and suppress dispositive facts, controlling laws, and obligations under the U.S. Constitution to which all Federal courts and "every State shall be bound." [Art.VI]

Petitioner Pierson is prevailing party [App. E]. Defendant can be awarded attorney fees if the court finds that plaintiff's action was frivolous, unreasonable, or without foundation [Hughes v. Rowe, 449 U.S. 5, 101 S.Ct. 173, 66 L.Ed.2d 163]. However, CCP #1032 specifies that a prevailing party - including "a defendant in whose favor a dismissal is entered" is entitled "as a matter of right" to recover its costs [see App.E]. Action A Judge twice in 1993 declared Pierson prevailing party.

WTC Co-op willingly and deliberately forfeited its rights to attorney fees after having abandoned said rights in action A. In 1993 its attorney had advised WTC Co-op after "the worst residential fire in Los Angeles history," to refuse to replace Pierson's share certificate, preventing sale unenforceable under CA. Civ.Code 3394. In 1996 said attorneys tried to force litigation still pending in California Appellate Court back into State Trial Court. A good, honest Trial Judge refused to accept unlawful jurisdiction. These are just a few of

the multitude of abuses of process and other tactics used by WTC Co-op attorneys. Most of their actions have been unreasonable, frivolous,and without foundation. By either State or Federal standards, defendant Pierson's rights are denied.

C. CONTRACT RIGHTS ARE FEDERAL QUESTIONS

ORIGINAL INTENT: THE UNITED STATES CONSTITUTION

The Contract Clause in Article I, sec.10 of the U.S. Constitution states:

"no state shall .. pass any .. Law impairing the Obligation of Contracts."

For years courts have struggled with the compromise of the original intent of "a prohibition on the States to interfere in private contracts" [see below]. "Passing" a law can include courts' decisions [fn.6]. "Impairing" is still often stated as "interfering." "Obligation" remains ambiguous [id. at 388] and the term has become superfluous [id. at 366]. The term originated out of a political and economic problem [see below] caused by the 1787 Federal Convention [fn.7] efforts to confederate.

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fn.6. According to The Constitution of the United States of America: Analysis and Interpretation, pre-pared by the Congressional Research Service Library of Congress Johnny H. Killian, George A. Costello, Co-Editors U.S. Government Printing Office ["CRS"], Washington (1996) the word "pass" can cover judicial decisions where a contract is one whose obligation is alleged to have been impaired by state law [at 366].

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fn.7. The Records of The Federal Convention of 1787, by Max Farrand, pub. Yale University Press 1911 ["Records"], vol. II at 439, 440.

ORDINANCE OF CONGRESS ["CONGS."]

The originally intended terms, "prohibition..to interfere" and "private contract" for the above cited protection against State government interference with private agreements were presented at the 1787 Federal Convention [fn.8], the members of which, for economic and political reasons, had later to change for use in our Constitution to "imparing" and "obligation."

THE RECORDS OF THE FEDERAL CONVENTION OF 1787

"The Records of the Federal Convention of 1787" quotes the following August 28, 1787 debate on the motion to protect private parties from government interference [Records, vol.II at 439-440]:

"Mr. [Rufus] King moved to add, in the words used in the Ordinance of Congs. establishing new States, a prohibition on the States to interfere in private contracts." [at 439]

"Mr. [James] Wilson. The answer to .. objections is that retrospective [italics] interferences are to be prohibited."

"Mr. [James,Jr.] Madison. Is not that already done by the prohibition of ex post facto laws, which will oblige the Judges to declare such interference null & void." [at 440].

However, Governor Randolph had found that the term "ex post facto" was confined to criminal law, and culd not be used for civil law. "Such was the idea of the convention." [at 328].

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fn.8. Congs. is an abbreviation for "Congress." The Ordinance to which Mr. King refers, the Northwest Ordinance, recently had been passed. See "Documents of History" ed. by Henry Steele Commager, sixth ed. Appleton-Century-Crofts, Inc.1958 [at 128ff.

"Impairing" was chosen to avoid cases on contracts executed before the passing of an otherwise controlling later law.

A problem arose also by the term "private," which excluded an urgent political and economic concern about government obligations. The most vital issue of the formation of a federal constitution for all states was that every state must agree to it. At that time of transition each state issued its own paper money and had differing laws in that regard. For example, [vol.III Appendix A, CCXXIX at 350]:

"In Pennsylvania, their paper money was not a tender in discharge of private contracts."

The paper money of each state would have to be honored by the newly expected federal government. Without government guarantees that their money would still be good, it was unlikely that any state would agree to union. The government had obligations to the people as well as did private parties to each other. Thus Obligations [including those of government] of Contracts. This modified version was easily approved by the Committee of Style [vol II at 590-603]

The Constitutional clause today has exceptions. A judgment grant/award is not protected by Art.I.#10 because private contracts must be an agreement, and a judge and plaintiff cannot make an agreement to confiscate a defendant's property [CRS at 366, 370, 388]. The clause states that no State shall "pass" any laws contrary to the rights of two private citizens to agree or disagree. This High Court has determined that "passing" a law applies where a court makes a decision impairing contract rights:

"The highest state court .. [ruling] has to bend ..to the Supreme Court's interpretation

of the obligation of contracts" [CRS at 367]. and

"Obligation of a contract".. [is] not free from ambiguity, owing to the uncertain connotation of the term "law." ..whether it is limited to constitution and legislative acts or includes also judicial decisions. [CRS at 388].

PETITIONER PIERSON DID NOT DEFAULT

Pierson was denied her rights on the basis of default by a A State Trial Court judge who could not have seen any of the documents or known of Pierson's claim of lack of jurisdiction or of her two appeals. Witkin [see supra p.7 fn.3] states that a party who is abused need not participate. Only one of the cases cited by Witkin remains available to Pierson: Killian v. Millard (1991) 228 Cal.App.3d 1601; 279 Cal.Rptr. 877 which holds:

"If a contract violates public policy, the remedy is to decline to enforce it. If there is a matter which taints a trial, the remedy is to decline to go forward until the taint has been removed or, if it cannot be removed, to decline to go forward at all." (228 Cal.App. 3d at 1607)

CONTRACT LAW IS A FEDERAL QUESTION

The U.S. Constitution Article I, sec.10 prohibits States from making laws imparing contracts. The 9th Circuit Appellate Court reversed in Rennick v. OPTION Care 77 F.3d 309 [9th.cir.1996, "Rennick"] a judgment which had ordered the parties to honor an unsigned contract. The Rennick holding [at 315] states:

"a valid contract requires mutual assent..and

> right of private parties to enter into contracts also embraces their rights not to .. and there is no contract where the objective manifestations of intent demonstrate that the parties chose not to bind themselves until subsequent agreement is made"

quoting Beck v. American Health Group Intern., 260 Cal.Rptr. 237 (1988) and

> "If a party refuses to be bound, yet the other changes its position of reliance on the expectation that a contract will be made, reliance on the expectation cannot turn the non-promise into a contract." (Id.].

Directors of a co-operative housing association have a fiduciary relationship to shareholders. The WTC Co-op Directors have a duty to protect and benefit ALL shareholders, and cannot persecute one shareholder regardless of the imagined benefit to any other. This is not a business negotiation. There was no negotiation at all. The lease was imposed on Pierson without recourse or remedy outside of the judicial system. WTC Co-op, with the cooperation of the courts, has extracted an unjust monetary demand from Pierson.

California statutes mandate consent [CA.Civ. #1550] which must be free, mutual, and communicated [#1556]. These cases and laws also are suppressed to defeat Pierson's rights to due process of the law.

California Constitution Article I.Sec.9 on obligation of contracts provisions are the same as those in our "Federal Constitution"

In the instant actions Contract Rights originating as State law became a Federal

Question under 28 U.S.C. #1443 [see supra p.16 and passim] when all State courts refused to rule on petitioner's contract rights [or any rights] Pierson removed to Federal Court in 1997.

The unsigned contract [App.J] was exhibited by respondent WTC Co-op in both complaints as sole ground for the entire litigation. Federal question jurisdiction was not examined by any court. WTC Co-op has been granted fees, costs, "damages" [unknown] etc. grounded only on a specific clause in said unsigned contract [App. J], despite the Judge in action A [#SC023196] having declared Pierson prevailing party [App. E] who has the right to fees under State CCP #1032 ["Recovery of costs by prevailing party as a matter of right"].

Pierson's liberty interests also include liberty of contract, the right "at will, to.. abstain from making a binding obligation enforced by the sanctions at law" (Black's Law Dictionary, West Pub. 1996.

"The ideas of validity and remedy are inseparable." [CRS at 390]. WTC Co-op has no right to remedy under Art.I.#10. CRS suggests that, denied constitutional protection under Art.I.#10, a party might try to collect under due process and equal protection [Amend. XIV], but Pierson has been subjected for seven years to abuse of process, civil rights, and denial of equal protection. Pierson petitions for protection under both Art.I.#10 and Amend XIV. WTC Co-op has no rights under either.

All judges, some in bias, and prejudice and perhaps persuasion, favored WTC Co-op, render-

ing Pierson invisible. Interested parties assured Pierson's substantial detriment through harassment; slander; mutilation, alteration, disappearance of documents, also impeding Pierson's defense by constantly corrupting her computer and other electronic equipment, relentlessly causing emotional distress,. WTC Co-op deserves no remedy for claiming money under a unilateral contract, then deceiving the courts to get it, and using false premises to obtain attorney fees.

Pierson's is only one of many strong-against-weak contract inequities invading the public interest and demoralizing people's faith in the government.

"The question is no longer merely that of one party to a contract as against another, but of the use of reasonable means to safeguard the economic structure upon which the good of all depends." [CRS at 395]

Whether Petitioner Pierson's rights are determined by her right not to sign a contract, by her right to free speech in the courtroom, by her civil rights, or by how the economic structure is affected, are all to the same end: the good of all.

MANIPULATION MUST NOT SMOTHER THE LAW

Once again State Courts are cooperating to assure that defendant be barred from this Court

[fn.9] Now State Trial Court will not forward the records to its appeals division or to Pierson. This gives the appearance that appeals are still pending in State Court. They are not. Both appeals are on the same litigation. Both asked said Court to stay the scheduled trial. Said trial and judgment passed while Appellate Court remained silent. All appeals are now moot.

The pattern is to withhold the records until after Pierson will have petitioned for certiorari, then misleadingly declare that the cases are still pending in lower courts. Once again the courts will obstruct Pierson's access to this High Court. Again Pierson's right to be heard will be obstructed, so that Pierson will face poverty. It's all legal. Only a pro se can be so badly beaten. On point TXO couldn't have crushed so thoroughly Alliance [fn.10].

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fn.9. Other obstructions are: erasing an awards grant from an order notice so that Pierson appears not aggrieved; changing the phone number on the cover so that no outside interest will interfere; all courts refusing to tell Pierson where jurisdiction lay. Pierson's September 13, 1999 petition to this Court was not filed. Almost a year had passed before Pierson learned of jurisdiction transfer, again preventing Pierson's right to file in this Court.

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fn.10 TXO v. Alliance (1993) 509 U.S. 443, 113 S.Ct.2711; 125 L.Ed.2d 366

Plenary consideration by this Court would advance the interests of all courts as well as those having decided petitioner's fate. Orderly litigation of all State and Federal courts regarding the obstruction of justice is vital where all courts' rulings have been based on the interests presented by one party only.

CONCLUSION

For the reasons stated, The Petition for writ of certiorari should be granted to ascertain whether Pierson has the right to freedom from litigation which should have ended seven years ago, freedom from awards to the wrong party, and compensation for losses.

DATED: June 26, 2000

Respectfully submitted,

Joan Godwin Pierson,
Petitioner Pro Se

1A APP.A

ABSTRACT OF JUDGMENT
PAGE ONE

County of Los Angeles
REGISTRAR-RECORDER /COUNTY CLERK
P.O. Box 53115 Los Angeles, California 90053-0115 / (562 462-2125

Conny B. McCormack

NOTICE OF INVOLUNTARY LIEN
California Government Code Section 27297.5 requires the County Recorder to notify persons aganst whom an involuntary lien has been recorded.

You are hereby notified that the enclosed document may constitute a lien against your real property.

California law provides that a lien cannot be released without a signed release from the claimant.

You may wish to contact the lien claimant of your attorney egarding this matter. This department has no involvement with the placement of the lien on your property. This is merely a notification, as required by State law, to assure that you are aware of the lien.

---

* PLEASE DO NOT TELEPHONE THE RECORDER'S OFFICE
* WE HAVE NO ADDITIONAL INFORMATION REGARDING THIS MATTER
* CONTACT THE PERSON CLIMING THIS LIEN AGAINST YOU.

2A APP.A

ABSTRACT OF JUDGMENT
PAGE TWO

LEAD SHEET
RECORDING REQUESTED BY
WHEN RECORDED MAIL TO
name Lawrence Heisler
mail 11377 w. Olympic Bl
adr L.A., C.A. 90064-1683

00-0608389

Recorded/filed in
Official REcords
Recorder's Office
Los Angeles County CA
1:21 PM APR 21 2000

space above this line for recorders use

TILE(S)
ABSTRACT OF JUDGMENT

Fee $ FEE 22 BB D.T.T.

CODE 20 D.A. FEE Code 20 $ 2.00

CODE 19

CODE 9___

CODE 24

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company
in Black Ink Number of Parcels Shown

[written down the right side:] Lien notice mailed to debtor (*) at address shown (*) Gov. Code 27297.5

THIS FORM IS NOT TO BE DUPLICATED

3A APP.A

ABSTRACT OF JUDGMENT
PAGE THREE

00-0608389

v------ [illegible]

??? or party without attorney (Name and Address). telephone no. 310-312-2000

x recording requested by and return to:
Lawrence A. Heisler, SBN 110657
MITCHELL, SILBERBERG KNUPP LLP
11377 W. Olympic Boulevard
Los Angeles, CA. 90064-1683
x attorney for x judgment creditor

SUPERIOR COURT OF CALIFORNIA [+ adr,

plaintiff Wilshire Terrace Corp.
Defendant Joan Godwin Pierson

ABSTRACT OF JUDGMENT case # SC 027 184

x judgment creditor applies for an abstract of judgment and represents .. name and last known address
a. JOAN GODWIN PIERSON [Virginai adr
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): 10375 Wilshire Boulevard, #9-B
Los Angeles, CA 90024.
Date March 23, 2000
Lawrence A. Heisler [Heisler signature]

#6. Total amount of judgment as entered or last renewed: $159369.53

#8 A stay of enforcement has
x a. not been ordered by the court,

This abstract issued on (date): APR 19, 2000 | Clerk, by J.A. Cook, Deputy

ABSTRACT OF JUDGMENT (CIVIL) Code Civ. Proc. ## 488.480, 674, 700, 190

FIRST DENIAL OF STAY
November 18, 1999
The Signators are the same as those who ignored Petitioner Pierson in 1996, and suppressed Pierson's authorities.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

WILSHIRE TERACE CORP., Plaintiff and Respondent v. JOAN GODWIN PIERSON [etc.], Defendant and appellant	) B136665) (Super.Ct.No.SC027184) (Alan Haber, Judge)	FILED NOV 18 1999 Joseph A. Lane Clerk
	ORDER	

THE COURT:*
The "Ex Parte Application to Stay Trial [etc.]" filed November 17, 1999, has been read and considered and is denied for failure to demonstrate entitlement to the relief requested.

<SIGNATURES>

*VOGEL (CVS.), P.J., HASTINGS, J., CURRY, J.

SECOND DENIAL OF STAY
January 04, 2000
The Signators are the same as those who ignored Petitioner Pierson in 1996, and again in 1999 and 2000 and suppressed Pierson's authorities.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

WILSHIRE TERACE CORP., Plaintiff and REspondent v. JOAN GODWIN PIERSON [etc.], Defendant and appellant	) B136665) (Super.Ct.No.SC027184) (Alan Haber, Judge)) ORDER

FILED
JAN 4 -2000
Joseph A. Lane
Clerk
V. GUZMAN
Deputy Clerk

THE COURT:*

The "Ex Parte Application [etc.]" filed December 16, 1999, has been read and considered and is denied for failure to demonstrate entitlement to the relief requested.

<SIGNATURES>

*VOGEL (CVS.), P.J., HASTINGS, J., CURRY, J.

THIRD DENIAL OF STAY
February 25, 2000

The Signators name a judge whom I was told wasn't chosen until minutes before his trial judgment on February 28, 2000: THREE DAYS AFTER HIS NAME WAS PLACED ON THIS APPELLATE COURT ORDER. It appears that Pierson is the only person who had not been informed about the change from Judge Alan Haber who was in charge of this litigation since 1993. The Signators are the same as those who ignored Petitioner Pierson in 1996, and again in 1999 and 2000 and suppressed Pierson's authorities.

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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

WILSHIRE TERACE CORP., Plaintiff and REspondent v. JOAN GODWIN PIERSON, Defendant and appellant	) B139022) (Super.Ct.No.SC027184) (Julius Title, Judge)) ORDER	FILED FEB 28 2000 Joseph A. Lane Clerk

THE COURT:*

The petition for supersedeas filed February 15, 2000, has been read and considered and is denied for failure to demonstrate entitlement to relief. (Code of Civil Procedure sections 916 and 917.1

SIGNATURES>

VOGEL (C.S.), P.J., EPSTEIN, J., HASTINGS, J.

==========

The Court renamed denial of "STAY" "writ of supersedeas" and added CCP 916 and 917.1

7A APP.D

DENIAL OF REVIEW BY CALIFORNIA SUPREME COURT

Second Appellate District, Division Four, No. B139022
SO86692

IN THE SUPREME COURT OF CALIFORNIA
EN BANC

WILSHIRE TERACE CORP.,
Respondent
v.
JOAN GODWIN PIERSON,
Appellant

SUPREME COURT
FILED
MAR 29 2000
Frederick K. Ohirich
Clerk
<signature>
Deputy

Application for stay and petition for review DENIED

<signature "George">
Chief Justice

PIERSON DECLARED PREVAILING PARTY
COVER: RPTR.TRNS. NOVEMBER 5, 1993, PAGE 3
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
BRUCE E. MITCHELL, COMMISSIONER PRESIDING
(This is not the prejudicial Judge)
No. SC 023 196

MS. PIERSON: Well - -
THE COURT: And if they file a new action, you might have other rights. I can't really advise you as to those.
MS. PIERSON: - - I do - -
THE COURT: but you mightwant to talk to a lawyer.
MS. PIERSON: Since I do not know my rights, I would like to take exception. Because this is definitely just going to give them permission to churn their legal fees and to demand unconscionable things.
I've paid and they've taken my money.
THE COURT: There's no basis for the Court to preclude them from refiling . That's just not in front of the Court in any sort of motion that could be addressed.
MS. PIERSON: Oh, your Honor, very - - that's fine for them to refile some other suit that doesn't involveeviction. That's all I'm asking. I have complaints, too.
THE COURT: The Court will not make that order. It's just not before the Court.
This motion to file the amended answer, though, is obviously moot. because the action has been dismissed. All right. So you've won for today on a different basis. I don't know what's going to happen from here out, but we'll just have to take that as it comes.
All right. I'll ask you to give notice.
MR. HAZZARD: Thank you.
THE COURT: All right. Thank you both.
(Proceedings in the above-entitled matter were concluded.)

9A APP.F1

FIRST COMPLAINT [ACTION A]
Plaintiff claims to be "the owner" of the land and building, but the Directors who filed this Complaint are merely equity owners as is Defendant Pierson, who is an equal equity owner with the same rights.

==========

MICHELL, SILBERBERG & KNUPP
JEAN PIERRE NOGUES,
State Bar No.84445
YAKUB HAZZARD, State Bar No. 150242
11377 West Olympic Boulevard
Los Angeles, California 90064
(310) 312-2000

Attorneys for Plaintiff
Wilshire Terrace Corporation

FILED
APR -5 1993
JAMES H. DEMPSEY, CLERK
<illegible>
BY D.R.CALLICOATTE,DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WILSHIRE TERACE CORP., Plaintiff v. JOAN GODWIN PIERSON Individually and as Trustee of the Joan Godwin Pierson Living Trust and DOES 1 through 25. Inclusive Defendants.	CASE NO. SC023196 COMPLAINT FOR UNLAWFUL DETAINER

Plaintiff Wilshire Terrace Corporation (Plaintiff) alleges as follows:

1. Plaintiff is, and at all times mentioned herein was, a corporation incorporated under the laws of the State of California qualified to do and doing business in the County of Los Angeles, State of California.

2. Plaintiff is the owner of the land and building located at the corner of Wilshire Boulevard and Beverly Glen Boulevard, commonly known as the Wilshirew Terrace Apartments (hereinafter referred to as the "Premises"). Plaintiff operates the Premises as a stock cooperative.

PRAYER OF FIRST COMPLAINT [ACTION A]
First complaint asks "For reasonable attorney fees" [Note #6]. Compare Complaint B filed after payment in full. No litigation could have been filed had Pierson recieved her lost share certificate [Title]. There never was "PAST RENT" due. Pierson paid all "HOMEOWNERS' FEES" in September 1993 and so continues.

==========

recovers possession of the Premises, plaintiff shall be entitled to recover its reasonable attorney fees. Plaintiff has been compelled to commence litigation for recovery of possession of the premises and has retained the law firm of Mitchell, Silberberg & Knupp as its attorneys.

WHEREFORE, plaintiff prays for judgment as follows:

1. For immediate possession of the premises;

2. For a declaration of forfeiture of the Property Lease;

3. For past rent due of $27,915.93

4. For past rent due of $27,95 per day for each day from and after December 31, 1992 defendant Pierson continues in possession of the premises;

5. For treble damages;

6. For reasonable attorneys' fees;

7. For costs of suit incurred herein; and

8. for such other and further relief as the Court may deem just and proper.

DATED: April 5, 1993

MITCHELL, SILBERBERG & KNUPP
JEAN PIERRE NOGUES
YAKUB HAZZARD

by: ___<signature>_____
YAKUB HAZZARD
Attorneys for Plaintiff
Wilshire Terrace Corporation

SECOND COMPLAINT [ACTION B]
Again plaintiff claims to be "the owner." Pierson had changed her residence in 1989. WTC Co-op Directors were aware that Piersn resided in Virginia [note the sentence added to #2.].

MICHELL, SILBERBERG & KNUPP
JEAN PIERRE NOGUES,
State Bar No.84445
YAKUB HAZZARD, State Bar No. 150242
11377 West Olympic Boulevard
Los Angeles, California 90064
(310) 312-2000
Attorneys for Plaintiff
Wilshire Terrace Corporation

FILED
LOS ANGELES SUPERIOR CT.
NOV 19 1993
EDWARD M.KRITZMAN,CLERK
<illegible>
BY V. CONNISH,DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WILSHIRE TERACE CORP., Plaintiff	) CASE NO. SC027184
v.	) COMPLAINT FOR
JOAN GODWIN PIERSON Individually and as Trustee of the Joan Godwin) Pierson Living Trust and DOES 1 through 25. Inclusive Defendants.	) BREACH OF LEASE

Plaintiff Wilshire Terrace Corporation (Plaintiff) alleges as follows:

1. Plaintiff is, and at all times mentioned herein was, a corporation incorporated under the laws of the State of California qualified to do and doing business in the County of Los Angeles, State of California.

2. Plaintiff is the owner of the land and building located at the corner of Wilshire Boulevard and Beverly Glen Boulevard, commonly known as the Wilshire Terrace Apartments (hereinafter referred to as the "Premises"). Plaintiff operates the Premises as a stock cooperative. Accordingly, Plaintiff shareholders are the residents of the Premises.

PRAYER PAGE OF SECOND COMPLAINT [ACTION B]
Please note #3: "for reasonable attorney's fees"
and action A, #6: "for reasonable attorney's fees"
They are the same prayer, the second after payment.

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17. As a direct, forseeable and proximate result of the Pierson's breach of the Proprietary Lease as amended, Plaintiff has sufered damages of at least $54,090.49, plus prejudgment interest and additional attorneys' fees incurred in pursuing this action.

WHEREFORE, plaintiff prays for judgment as follows:

1. For damages according to proof at trial. which Plaintiff beleives will exceed $54,090.49.

2. For prejudgment interest on the foregoing sum;

3. For reasonable attorney's fees;

4. For costs of suit incurred herein; and

5. For such other and further relief as the Court may deem just and proper.

DATED: November 18, 1993 MITCHELL,SILBERBERG & KNUPP
JEAN PIERRE NOGUES
YAKUB HAZZARD

by: ___<signature>_____
YAKUB HAZZARD
Attorneys for Plaintiff
Wilshire Terrace Corporation

==========

13A APP.G

CALIFORNIA STATE APPELLATE COURT AWARD
FIRST AWARD 5/7/96

The appeal was from an appealable post-judgment void order. Requests for consolidation of action A and action B were denied, as were requests to both Trial Court and Appellate Court.

IN THE COURT OF APPEAL
OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

[Order granting dismissal without hearing and denying consolidation as moot]

WILSHIRE TERRACE CORPORATION, Plaintiff and Respondent v. JOAN GODWIN PIERSON, Defendant and Appellant	B086583 (Super.Ct.No. SC027184 ORDER

SEAL: COURT OF APPEAL.SECOND DIST.
FILED
MAY 7, 1996
JOSEPH A. LANE Clerk
R. TAYLOR Deputy Clerk

THE COURT:

The motion to dismiss the appeal in this case is granted as the appeal is taken from a unappealable order (fnA4). The motion to consolidate this appeal with case number B081436 is denied as moot. (Awards to Respondent)

<signatures>

•VOGEL (C.S.), P.J., EPSTEIN, J., HASTINGS, J.

missing from all copies.

costs on appeal to Respondent

14A APP.H

CALIFORNIA STATE APPELLATE COURT AWARD
SECOND AWARD 2/21/97
The appeals on an appealable post-judgment void order were never determined.

COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOR THE SECOND APPELLATE DISTRICT
DIVISION: 4

Joan Godwin Pierson
10375 Wilshire Blvd
9b
Los Angeles, CA. 90024

RE: Wilshire Terrace Corporation
vs.
Pierson, Joan Godwin
2 Civil B081436
Los Angeles NO. SC023196 [should be "SC023196/SC027184"]
Judge: RAMIREZ, A.

** REMITTITUR NOTICE **

Notice is hereby given that the Remittitur has been issued this date and that the opinion, decision or order entered in the above entitled cause on 11/05/96 is now final.

** Dismissed By Opinion **

Respondent(S) To Recover Costs On Appeal.

JOSEPH A. LANE, Clerk
By: Deputy Clerk
[stamped] "FEB 21, 1997"

UNITED STATES DISTRICT COURT
THIRD AWARD 5/12/97
Petitioner's removal was based on civil rights code 28 U.S.C. #1443, which no court acknowledged.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WILSHIRE TERRACE CORPORATION) CASE NO.CV 97-1567 R
Plaintiff,)
) [PROPOSED] ORDER
v.)
)
JOAN GODWIN PIERSON ET AL.,)
Defendants.)
)

ENTERED CLERK,
U.S.DISTRICT COURT
MAY 12 1997
CENTRAL DISTRICT
OF CALIFORNIA
BY <initialed>

The hearing on Plaintiff Wilshire Terrace Corporation's Motion to Remand Action to State Court and Request for $880 in Costs and Attorneys' Fees ("Motion") came on regularly for hearing at 10:00 a.m. on May 5, 1997 before the Honrable Manuel L. Real. Yakub Hazzard of Mitchell, Silberberg & Knupp LLP appeared on behalf of plaintiff. Joan Godwin Pierson appeared pro se. After considering the papers submitted, and hearing the arguments presented, the Court hereby grants the Motion in its entirety. The matter is hereby remanded back to State Court. In addition, Joan Godwin Pierson is hereby ordered to pay $880 in costs and attorneys' fees to Wilshire Terrace Corporation forthwith.

Dated: May 5, 1997 <illegible signature of substitute judge

The Honorable Manuel L. Real
United States District Court Judge

Submitted by:
JEAN PIERRS NOGUES
YAKUB HAZZARD
MITCHELL, SILBERBERG & KNUPP LLP
By:<signature of Yakub Hazzard>
Attorneys for Plaintiff Wilshire Terrace Corporation

15B APP.A

LOS ANGELES COUNTY SUPERIOR COURT WEST
FINAL AWARD 2/28/00
This final award was recorded under #00-0608389 as "ABSTRACT OF JUDGMENT." See 1-3A, APP.A supra.
==========

16A APP.J

UNSIGNED LEASE: WTC CO-OP SOLE GROUND FOR LITIGATION
from plaintiff exhibits in both complaints
Civ. #SC023196 and #SC027184 to State Trial Court

Apt.No.: <blank>
Shares: <blank>

WILSHIRE TERRACE,
Lessor
To
lessee.

PROPRIETARY LEASE

[END OF LEASE COVER]

[FIRST PART OF PAGE 1 OF 25 PAGE PROPRIETARY LEASE]

PROPRIETARY LEASE

AGREEMENT made <blank space> 19 <blank space> between Wilshire Terrace, a California corporation, having an office at 850 So. Beverly Glen Blvd., Los Angeles, California, (hereinafter called the Lessor) and <blank space> presently residing at <blank space> California (hereinafter called the Lessee).

25

/\/\/\

17A APP.K

RESPONDENT WTC CO-OP VOLUNTARY DISMISSAL OF FIRST ACTION [CIV. #SC023196].
WTC Co-op's November 04,1993 voluntary dismissal of the "Entire action" A. one month after having received and accepted payment in full and two weeks before filing second complaint [B SC027184] on the same parties, issues, jurisdiction, court, transactions, and remedies.

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(No heading, caption is at bottom:
Request for Dismissal. see attached copy of original)

MITCHELL, SILBERBERG & KNUPP
attorney(s) for WILSHIRE TERRACE

FILED
NOV 4 1993
EDWARD M. KRITZMAN
<illegible>

SUPERIOR COURT OF CALIFORNIA, COUNTY OF WEST DISTRICT

Plaintiff
WILSHIRE TERRACE
Defendant(s)
JOAN GODWIN PIERSON

CASE NUMBER SC 023196

REQUEST FOR DISMISSAL
TYPE OF ACTION
Other: Unlawful Detainer

TO THE CLERK: Please dismiss this action as follows:
2. x Entire action x Without prejudice

Dated: November 4, 1993

MITCHELL, SILBERBERG
Attorneys for WILSHIRE TERRACE CORP.
YAKUB HAZZARD

X Dismissal entered as requested on Nov 4, 1993

Dated 11-4-93 by D. Webb

REQUEST FOR DISMISSAL

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19 ERRORS IN U.S. 9TH CIRCUIT "MEMORANDUM*"
AFFIRMING ORDER TO REMAND TO STATE COURT

UNITED STATES COURT OF APPEAL
FOR THE NINTH CIRCUIT

FILED
FEB 23 1998
CATHY A. CATTERSON, CLERK
U.S.COURT OF APPEALS

WILSHIRE TERRACE CORPORATION,
Plaintiff-Appellee,
v.
JOAN GODWIN PIERSON, individually and as former Trustee of the Joan Godwin Pierson Living Trust,
Defendant-Appellant.

No.97-55645
D.C. No.CV-97-1576-R
MEMORANDUM*

[numbers on right side of pages are ERRORS in this Memorandum.] #1

Appeal from the United States District Court
Central District of California
Manuel L. Real, Chief Judge Presiding

Submitted February 9, 1998**

Before: PREGERSON, CANBY, and, LEAVY, Circuit Judges

Joan Godwin Pierson appeals pro se from the district court's award of $880 in attorneys fees in favor of Wilshire Terrace #2 under 28 U:S.C. #1447(c). The district court's #3 award of fees followed its remand of Pierson's

[continued on next page]

* This disposition is not appropriate for publication and may not be cited to or by the #5 courts of this circuit except as provided by 9th Cir.R. 36-3.

** The panel unanimously finds this case suitable for decision without oral argument. #6 See Fed.R.App.P. 34(a); 9th Cir. R. 34-4. Accordingly, Pierson's request for oral argument is denied.

petition on the basis that her petition for removal was not timely filed and that there was no basis for

federal subject matter jurisdiction over Wilshire Terrace's action for breach of a residential property lease.

We review the district court's award of attorneys fees and costs under 28 U.S.C. #1447(c) for abuse of discretion. See Moore v. Permanente Med. Group. Inc., 981 F.2d 443, 447 (9th Cir. 1992). "An order remanding the case may require payment of just costs and any actual expenses, including attorneys fees, incurred as a result of the removal." 28 U.S.C. #1447(c). An award of fees is inappropriate where the defendant's attempt to remove the case to federal court was fairly supportable. Schmitt v. Insurance Co., 845 F.2d 1546, 1552 (9th Cir. 1988).

Pierson brought this removal petition over three years after Wilshire Terrace commenced the lawsuit, and after numerous adverse rulings from the California trial and appellate courts. Because the removal petition was not filed in a timely fashion, see 28 U.S.C. #1446(b), and Pierson failed to offer a legitimate basis for federal subject matter jurisdiction, the district court did not abuse its discretion by awarding fees to Wilshire Terrace when it remanded the action to state court. See Moore, 981 F.2d at 447.1/

AFFIRMED

1/ Pierson's petition "for writ of constitutionally guaranteed protection of equal rights and due process under the law, her request for judicial notice are denied.

20A APP.L.

19 ERRPRS IN U.S. 9TH CIRCUIT "MEMORANDUM" AFFIRMING ORDER TO REMAND TO STATE COURT FEBRUARY 23, 1998

ERROR 1. Trust was revoked before litigation began.

ERROR 2. Petitioner did NOT appeal costs and fees under 28 U.S.C. #1447(c). Pierson DID appeal void-post-judgment-order under 28 U.S.C. ##1331, 1441(a)(b)(c)+(e), 1443 [removable where State courts won't rule], 1446(b) [when removal is firts ascertained], and 1447(d) [remand is appealable under #1443] and civil rights 42 U.S.C. ##1981, 1982, 1983, 1985, 1986, 1988, all of which supersede 28 U.S.C. 1447(c); and refusal to rule n preliminary injunction.

ERROR 3. Prevailing party petitioner Pierson is entitled to costs and fees under California Code of Civil Procedure ["CCP"] "1032 and Federal Rules of Civil Procedure ["FRCP"] R.54 and 28 U.S.C. #2412]. The unsigned lease was ignored by all courts, yet in 1993 State Trial Court said to petitioner:. "You've won. [see supra 3,19,24, and App.E]. Awards should go to Pierson.

ERROR 4. Memo falsely states that District Court's remand was "not timely." Removal WAS timely filed within 25 days of State Court final determnation under 29 U.S>C. #1446(b) second paragraph. [see supra p.14,15m.16].

ERROR 5. Doctrines not noticed.

ERROR 6. Dispositive issues not determined.

MEMORANDUM AT 2

ERROR 7. District Court "remand" and awards were on false grounds and omissions. Refusal to

notice Federal Subject Matter Jurisdiction, civil rights issues, evidence, facts, and common law is abuse of discretion. Where State courts refuse to rule, petitioners' right to remove is a civil right under 28 U.S.C. #1443.

ERROR 8. The 9th Circuit Memo, denying federal rights, also violates its own precedents. Rennick v. OPTION Care, (9th Cir.1996, see supra p.23) holds that private parties have the right NOT to enter into contracts. Lease is contract, an unsigned lease cannot "breach" specific clauses. There was no "breach of residential property lease," and plaintiff WTC Co-op rights are forfeited by this second of two actions on the same matter.

ERROR 9. "Memorandum"" repeats [see ERROR 2] its opening sentence error on 28 U.S.C. #1447(c).

ERROR 10. In the instant case, removal is proper under eleven codes, yet the Court cites Moore which rules on breach of a valid contract and improper removal. The Memo evaluated no dispositive fact or controlling law.

ERROR 11. The Court Memo in error cites 28 U.S.C. #1447(c) for the third [see ERRORS 2,9] time as ground for for decision.

ERROR 12. Agai the 9th Circuit Court violates its own precedent. The Court's Schmitt citation acknowledges that award to respondent is inappropriate, yet said Court does not review the record in the instant case.

ERROR 13. Second false charge of removal timeliness [see ERROR 4], again misinterpretng omitting and violating 28 U.S.C. #1446(b) paragraph 2. REmoval was 25 days [NOT "three years" after State Court's final decision.

ERROR 14. "after numerous adverse rulings" [in State courts] illustrates disregard for the record. All courts ignored, omitted or mooted threshhold questions of jurisdiction, dispositive evidence and facts, and controlling law.

ERROR 15.
Third time Memo improperly states that removal was not timely [see also ERRORS 4 and 13], mistakingly citing the code that makes it timely [28 U.S.C. #1446(b)]. Timely removal is well documented [both fedex and U.S. postal receipts], even though it has been omitted from all docket sheets.

ERROR 16. 28 U.S.C. #1446(b) was apparently not reviewed by the 9th Circuit. See #1446(b) paragraph two, ERRORS 2,3,4,13, and 15.

ERROR 17. See all of the above, especially ERROR 7, on "federal subject matter jurisdiction."

ERROR 18. All of the above cited ERRORS indicate that the District Court and the 9th Circuit Memo have abused discretion prejudicially.

ERROR 19. The 9th Circuit Memo's last paragraph sums up the ERRORS and concludes: "The district court did not abuse its discretion"
MEMO'S FOOTNOTE, PAGE 2

ERROR 20. Most of petitioner's papers are either denied, ignorel, returned without comment, or, as in her opening brief, labeled "received" instead of "filed."

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